

**THE VILLAGE OF DEXTER  
VILLAGE COUNCIL MEETING  
MONDAY January 10, 2005**

**\*\*\*\*\*7:30pm\*\*\*\*\***

**Dexter Senior Center, 7720 Dexter Ann Arbor Road**

**A. CALL TO ORDER AND PLEDGE OF *ALLEGIANCE***

**B. ROLL CALL:** President Seta                      J Carson                      P Cousins                      S. Keough  
   I. Semifero                      T Walters                      D. Fisher

**C. APPROVAL OF THE MINUTES**

1. Regular Council Meeting Minutes-December 28, 2004                      **Page#1-4**

**D. PRE-ARRANGED PARTICIPATION:**

*Pre-arranged participation will be limited to those who notify the Village office before 5:00 p.m. Tuesday of the week preceding the meeting, stating name, intent and time requirements (10-minute limit per participant)*

1. Mike Nugent- Huron Commons Condo Association "Assertion of Concern"                      **Page#5-20**

**E. APPROVAL OF AGENDA:**

**F. PUBLIC HEARINGS & SHOW CAUSE HEARINGS**

*Action on each public hearing or show cause hearing will be taken immediately following the close of the hearing*

**G. NON-ARRANGED PARTICIPATION:**

*Non-arranged participation will include those in the audience not listed on the agenda that wish to speak. At the Village President's discretion members of the audience may be called on to speak at any time. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives*

**H. COMMUNICATIONS :**

1. CWA-Holiday Contributions 12-2004
2. Library Focus Groups-Email 1-3-05
3. DCS-Traffic Signal delay @Dan Hoey/Baker 12-28-04
- 4.

**Page#21-25**

*This meeting is open to all members of the public under Michigan Open Meetings Act.*

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**I. REPORTS:**

1. Department of Public Services- Ed Lobdell  
**Page#27-36**
2. Board and Commission Reports
  1. DAFD, Contract Update-Jim Seta  
**Page#37-58**
3. Subcommittee Reports
  - 1.
4. Village Manager Report  
**Page#59**
5. President's Report  
**Page#60**
  1. 2005 Mayor's Exchange

**J. CONSENT AGENDA**

*Bills & Payroll will be a standing item under consent agenda. Discussion of the Budget and Financial matters will be covered under the Presidents Report as a standing item. Items under consent agenda are considered routine and will be acted upon in one motion. There will be no separate discussion of these items unless a Council Member so requests, and the item will be removed from Consent and added to the regular agenda at the end of New Business.*

1. Consideration of: Bills & Payroll in the amount of:\$32,093.35

**Page#63**

**K. OLD BUSINESS- Consideration and Discussion of: NONE**

1. Consideration of:

**L. NEW BUSINESS- Consideration and Discussion of: NONE**

1. Consideration of:

*'This meeting is open to all members of the public under Michigan Open Meetings Act.'*

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**M. COUNCIL COMMENTS**

**N. NON-ARRANGED PARTICIPATION**

*Same as item F. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives*

**CLOSED SESSION-LABOR NEGOTIATIONS**

**O. ADJOURNMENT:**

DEXTER VILLAGE COUNCIL  
REGULAR MEETING  
TUESDAY, DECEMBER 28, 2004

AGENDA 1-10-05  
C-1

**A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

The meeting was called to order at 7:35 PM by President Seta in the Dexter Area Senior Center, located at 7720 Dexter-Ann Arbor Street in Dexter, Michigan.

**B. ROLL CALL:** President Seta J. Carson P. Cousins S. Keough  
J. Semifero T. Walters absent D. Fisher (arrived at 7:48)

**C. APPROVAL OF THE MINUTES**

Minutes of the Regular Council Meeting - December 13, 2004 as amended

Motion by Keough, support Cousins

Ayes: Cousins, Keough, Carson, Semifero, Seta

Nays: None

Motion carries

**D. PRE-ARRANGED PARTICIPATION:**

None

**E. APPROVAL OF AGENDA:**

Motion Semifero, Support Carson to approve the agenda as presented

Ayes: Keough, Carson, Semifero, Cousins, Seta

Nays: None

Motion Carries

**F. PUBLIC HEARINGS & SHOW CAUSE HEARINGS**

NONE

**G. NON-ARRANGED PARTICIPATION:**

NONE

**H. COMMUNICATIONS :**

1. WCRC Right of Way Master Plan Letter 12-14-04
2. Waste Management – Holiday Schedule

**I. REPORTS:**

1. Community Development Department- Allison Menard
  - a) Third Quarter Update

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b) WC Border to Border Project Update

**Fisher arrived at 7:48 PM**

2. Board and Commission Reports  
None
3. Subcommittee Reports  
None
4. Village Manager Report

**VILLAGE OFFICES WILL BE CLOSED ON FRIDAY,  
DECEMBER 31<sup>st</sup> AND MONDAY JANUARY 3<sup>RD</sup> IN  
OBSERVANCE OF THE NEW YEAR HOLIDAY**

5. President's Report

Main Street/Baker Road Corridor Report  
THE 3<sup>RD</sup> MEETING OR PLANNING CHARETTE HELD BY THE  
ROAD COMMISSION FOR THE MAIN STREET BRIDGE IS BEING  
PLANNED, WITH THE LOCATION TO BE SOMEWHERE IN THE  
VILLAGE OF DEXTER.

DAFD Negotiation Update  
PRESIDENT SETA REPORTED THAT THE DAFD UNION AND  
BOARD MET ON DECEMBER 20<sup>TH</sup> AND HAVE A TENATIVE  
AGREEMENT. THE BOARD WILL BE MEETING ON THURSDAY  
8:30 AM TO REVIEW AND RATIFY THE CONTRACT.

**J. CONSENT AGENDA**

1. Consideration of: Bills & Payroll in the amount of:\$218,691 80

Motion Cousins, Support Keough to approve the Bills and Payroll on the consent  
agenda as presented

Ayes: Cousins, Fisher, Keough, Carson, Semifero, Seta

Nays: None

Motion carries.

**K. OLD BUSINESS- Consideration and Discussion of:**

1. Consideration of: Proposed Purchasing Policy

Motion by Semifero, Support Carson to approve Proposed Purchasing Policy

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Friendly Amendments Moved by Keough to change the approval threshold of \$10,000 to \$5,000 and to include language in the policy to ensure expenditures above \$5,000 include the budget line item Support Cousins

Ayes: Cousins, Fisher, Keough, Carson, Semifero, Seta  
Nays: None  
Motion carries.

Acted on original Motion by Semifero, Support Carson to approve Proposed Purchasing Policy  
Ayes: Cousins, Fisher, Keough, Carson, Semifero, Seta  
Nays: None  
Motion carries.

**L. NEW BUSINESS- Consideration and Discussion of:**

1. Consideration of: RESOLUTION FOR THE PURPOSE OF ESTABLISHING AN OUTDOOR SEATING PERMIT FEE

Motion by Cousins, support Semifero

Ayes: Cousins, Keough, Fisher, Carson, Semifero, Seta  
Nays: None  
Motion carries.

2. Consideration of: AN ORDINANCE TO AMEND CHAPTER 2-ADMINISTRATON, ARTICLE III – OFFICERS AND EMPLOYEES OF THE VILLAGE OF DEXTER GENERAL CODE OF ORDINANCES

Motion by Semifero, support Keough

Ayes: Cousins, Keough, Fisher, Carson, Semifero, Seta  
Nays: None  
Motion carries.

3. Discussion of: Sidewalk Ordinance

4. Consideration of: RESOLUTION FOR THE PURPOSE OF ESTABLISHING THE VOLUNTARY PUBLIC PARKING FUND CONTRIBUTION

Motion by Semifero, support Keough

Ayes: Cousins, Keough, Fisher, Carson, Semifero, Seta  
Nays: None  
Motion carries.

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**M. COUNCIL COMMENTS**

None

**N. NON-ARRANGED PARTICIPATION**

None

**CLOSED SESSION-LABOR NEGOTIATIONS**

Motion by Semifero, support Fisher to enter into a Closed Session for the purpose of discussing Labor Negotiations at 8:52 PM.

Ayes:Cousins, Keough, Fisher, Carson, Semifero, Seta

Nays: None

Motion carries

Motion by Fisher, support Carson to return to regular meeting at 9:48 PM

Ayes:Cousins, Keough, Fisher, Carson, Semifero, Seta

Nays: None

Motion carries.

**O. ADJOURNMENT:**

Motion by Semifero, support Keough to adjourn at 9:49 PM

Motion carries unanimously.

# **VILLAGE OF DEXTER**

8140 Main Street Dexter, MI 48130-1092

[deureste@villageofdexter.org](mailto:deureste@villageofdexter.org)

Phone (734)426-8303

Fax (734)426-5614

## **MEMO**

**To: President Seta and Council Members**  
**From: Donna Dettling, Village Manager**  
**Date: January 10, 2005**  
**Re: Request from Mike Nugent to discuss:**  
**Huron Commons Condo Association "Assertion of Concern"**

RECEIVED 1-10-05  
D-1

Mr. Nugent has asked to be on the agenda to discuss the Huron Commons Condo Association "Assertion of Concern" He did not indicate exactly what he was going to discuss, so I have provided the background information from the original request.

Please contact me prior to the meeting if possible with questions.

Thanks,



# VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

deureste@villageofdexter.org

Phone (734)426-8303

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MEMO

To: President Seta and Council  
From: Donna Eureste, Village Manager

Date: October 13, 2004

Re: Follow-up Information

Huron Commons Condo Association "Assertion of Concern"

AGENDA 10.25.04

ITEM L-3

As a follow-up to the "Assertion of Concern" from Huron Commons Condo Association, the enclosed information was provided by the DAFD, the Sheriff Department and Dykema Gossett

For your convenience, copies of the documents provided to complete the review are included.

The follow-up information was provided to Mike Nugent, the President of the Huron Commons Condo Association on Wednesday, October 13, 2004. I anticipate that the Association will vote on the options and report on the outcome.

Thanks,

Do follow up with  
AA Corridor Plan  
See attached doc.

✓ Review dedication paperwork  
again see if a recorded  
document conveying an easement  
was executed. — No —

A new, split phased traffic signal is planned for the intersection of Dan Hoey and Dexter-Ann Arbor Roads. This improvement will help regulate the traffic flow in the Corridor.

According to a traffic count conducted by Washtenaw County in May 1996, the existing traffic counts along Dexter-Ann Arbor Road exceed 8,000 vehicles per day. This figure is projected to increase 51% (to 13,500 vehicles per day)<sup>2</sup> as a result of the development occurring within the Corridor (i.e., Huron View, Huron Farms, Dexter Crossing). Under current conditions, this projected increase in traffic volume would create significant delays due to eastbound turns onto Dan Hoey Road. A traffic signal is planned for the Dexter-Ann Arbor Road/Dan Hoey Road/Ryan Drive intersection to mitigate the condition resulting from the increased traffic volumes.

installed 10/02

#### Public Transportation

Presently, Dexter is served by the Ann Arbor Transportation Authority (AATA) with one bus route, number 210, The Dexter-Chelsea Express. This route, shown in Figure 8, originates in downtown Ann Arbor, passes through Dexter to Chelsea, and returns to Ann Arbor through Dexter. The Dexter portion of the route uses primarily Baker Road, Dexter-Ann Arbor Road, Dan Hoey Road and Main Street.

AATA considers its routes to be a cooperative arrangement with the community they serve. Routes are evaluated on a yearly basis. The issues considered during an evaluation generally include ridership, land use, operational evaluation, and On-Time performance evaluation. Issues specific to Route number 210 are the quality and location of bus stops in Dexter and the decreasing ridership from Chelsea. The Village has the opportunity to work with AATA as development occurs, to ensure that public transportation service remains compatible with development of the Corridor.

#### Access

Curb cuts, or driveway entryways, for the corridor area are illustrated in Figure 9. Within the Corridor, there are currently 21 curb cuts on Dexter-Ann Arbor Road. An additional cut is proposed for access to Huron Farms residential development across from the middle school. The entry road to Huron View (Ryan Drive) will be built as an expansion of the existing cut between Grohs Chevrolet and Dexter Cabinet Works.

Along Dan Hoey Road, two additional cuts are proposed to provide access for the Dexter Crossing development. This development will also have curb cuts along the Dexter-Ann Arbor Road. Two of these curb cuts (one on each side of the road) are designated specifically for the commercial development.

The current pattern of development within the Corridor has attempted to minimize the number of new curb cuts onto Dexter-Ann Arbor Road. The future residential developments to the northeast will directly access Dexter-Ann Arbor Road at the two points mentioned above. The other means of access to and from these developments will be at Inverness Street through the Huron Commons condominium development to the existing Village street system.

<sup>2</sup> Traffic Impact Study for the combined Huron View Condominiums and Norfolk Development in the Village of Dexter, Washtenaw County, Michigan, August 1996, Traffic Engineering Associate, Inc.

# **DYKEMA GOSSETT** PLLC

2723 South State Street  
Suite 400  
Ann Arbor, Michigan 48104  
WWW.DYKEMA.COM

Tel: (734) 214-7660  
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**Bradley L. Smith**  
Direct Dial: (734) 214-7697  
Email: BSMITH@DYKEMA.COM

October 6, 2004

**Via Facsimile and U.S. Mail**

Donna Eureste, Village Manager  
Village of Dexter  
8140 Main St.  
Dexter, MI 48130-1092

Re: Huron Commons Drive – Restricted Access

Dear Donna:

You asked our opinion regarding an “assertion of concern” and proposed solutions transmitted to you from the Huron Commons Condominium Association. The Association is concerned that a substantial number of nonresidents are using the private drive as a thoroughfare and that high speed and volumes may eventually cause a serious accident. The Association is considering limiting access to the drive by installing traffic restriction devices such as speed bumps, breakaway gates, or collapsible bollards (vertical barriers set in the street). In preparing this opinion, we have reviewed and relied upon the Association’s request, the Huron Commons development agreement, and a map of the vicinity.

Pursuant to the development agreement, the drive is private, owned and maintained by the Association, and not open to the general public. We assume the drive was never subsequently dedicated to the Village. The development agreement does promise the village a restricted easement to utilize the drive for emergency access, school busses, mail delivery, and similar service functions. However, we do not know whether an instrument actually conveying an easement was ever recorded with the Washtenaw County Register of Deeds. (We recommend that the village review its records and/or contact the Register of Deeds to answer this question.)

Assuming the village enjoys a valid ingress and egress easement to the private drive, it has a legal right to object and contest the proposed access restrictions. Its rights as an easement holder are enhanced considerably by statutory and constitutional provisions empowering the village to act to promote the health and safety of its residents. *See Mich. Const. 1963, art VII, §22, §34; MCL §§67.1(m), (x), (z).* If the Association were to install devices limiting access to the drive over the village’s objection, the village could mount a strong legal challenge that the restrictions on its easement were impermissible.

Donna Eureste  
October 6, 2004  
Page 2

We are aware of no law or other legal authority obligating the village to keep an easement over a privately owned drive unrestricted to public access. Our only reservation is the possibility that restricting access might contribute to injury or property damage. Although the village enjoys fairly broad statutory immunity from negligence suits, nothing prevents a person from suing.

We recommend that the village carefully weigh the request and options presented by the Association against the need for ready access to the drive by emergency vehicles, delivery trucks, school busses, etc. If the village decides to allow access restrictions, it should put its reasons in the public record and reserve a right of inspection. Moreover, to maintain its easement rights, the village should include in any letter (or Council resolution) permitting installation of restrictions that the grant of permission is revocable; if the village later determines the access restrictions were a bad idea, it should be able to insist that the access restrictions be modified or removed (perhaps at village expense).

We hope this letter adequately responds to your request. If you would like us to assist in drafting a resolution or letter or have further questions, please let us know.

Very truly yours,

**DYKEMA GOSSETT** PLLC



Bradley L. Smith

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ID\BLS



# Dexter Area Fire Department

October 7, 2004

Donna Eureste  
Village Manager  
Village of Dexter  
8140 Main St.  
Dexter, MI 48130

Re: Huron Commons

Dear Ms Erueste:

In response to your request the Dexter Area Fire Department (DAFD) has investigated the issues raised by the Huron Commons Homeowners Association for closing or restricting access to one of two roadways into this development. The Dexter Area Fire Department has reviewed these matters with the goal of how to best service this development in an emergency situation or response.

In response to Huron Commons Condominium Association Assertion of Concern:

**Speed Bumps or Tables:** The use of these devices is not recommended due to the possibility of increasing traumatic injury to residents (once the resident is on the way to the hospital in an ambulance) as well as damage to fire department apparatus. These devices increase response time, as crossing these devices requires fire apparatus to slow to practically a complete stop before crossing then processing at a reduced speed. It is our opinion that these devices will not prevent access by non-residents however it will slow vehicular traffic but several unsatisfactory consequences will result.

**Collapsible Bollards:** After reviewing the provided materials for collapsible bollards, it is our opinion that these devices would also greatly slow response time and potentially cause damage to our vehicles. Please note that our department does not have fire hydrant wrenches in every vehicle. Police and ambulances are not equipped with these types of wrenches. The DAFD would not knowingly cause damage to our vehicles **\*minimal or other wise\***. This is an unacceptable option for the DAFD.

**Electronically controlled breakaway gate:** Materials to review this option were not provided. However in checking with other fire departments this is a feasible option this gate would have to be accessible with a "Knox" type of key and would need a keypad to be used by paid-on call firefighters in private vehicles and other municipal service providers.

Page 2, Dexter Area Fire Department response letter for Huron Commons.

**Inspector Comments & Recommendations:** It appears that vehicle counts have not been secured to support the perceived severity of the situation. There are signs stating "Private Street" & "No throw Traffic" however there are not signs stating "Slow Down" or "Speed Limit". The existing sign located within the development from Lake Street entrance can only be seen from within the development.

Our recommendation is to install road signs stating "Private Street No Access" and or "Slow Down", at the entrances to this development. We would also suggest that Washtenaw County Sheriff perform vehicular counts to accurately determine if the concerns warrant the action listed below.

**Dexter Area Fire Department Recommendations:** To provide the quickest and most effective emergency response it is optimal to have two unobtrusive accesses to this development, which is why we believe the site was developed in this manner. In checking fire calls (responses) for this development the DAFD has not responded to events stated in the letter nor has the DAFD received complaint about these issues.

The DAFD recommends that if the option for an electronic gate is decided upon that it be installed with lighting, keypad and "Knox" key access at the Lake Street access point. This is recommended to reduce confusion as the Huron Commons addressed off of Inverness.

Sincerely,



Donald Dettling  
Fire Inspector

cc/

Loren Yates      Fire Chief  
Bryce McAllister   Lt In Charge of Operations



# WASHTENAW COUNTY OFFICE OF THE SHERIFF



DANIEL J. MINZEY  
SHERIFF

2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL [sheriff@ewashtenaw.org](mailto:sheriff@ewashtenaw.org)  
HERBERT F. MAHONY  
UNDERSHERIFF

September 22, 2004

Donna Eureste, Village Manager  
8140 Main Street  
Dexter, Michigan 48130

Re: Huron Commons Condo Association

Dear Donna:

I received your request for the Sheriff's Office feedback to the proposal of Huron Commons Condo Association to add traffic control measures to their private streets with in their community.

I do feel there is a safety issue with the current set-up of the traffic flow pattern through the complex. There are blind spots with garage structure set-up and the one-way section is confusing and often disregarded and not well signed. There is traffic that uses the private roads as a through fare way. It is my feelings that pedestrians are a high risk when walking near the garage structure with traffic flowing on both sides as traffic ways.

Do to the private community; the Sheriff's Office can not legally enforce traffic laws. A traffic control order could be put in place, with approval from the majority of the residents which would allow us to enforce traffic laws. However it is my opinion that a traffic control order would be of little help. The speed limit would by law be set at 25 mph, and with out a change in the structure of the traffic flow a traffic control order could worsen the situation with a speed limit of 25 mph.

Speed bumps or drops would not correct the problem of blind spots and the amount of through traffic that utilizes the complex as a short cut. It is my thoughts that speed bumps can cause further hazards as drivers tend to find a way around the bumps by utilizing the on coming lane of travel, using the shoulder, or using unoccupied parking spots to avoid speed bumps.

Eliminating the through traffic along with changing the traffic flow to eliminate blind spots would in my opinion create the safest conditions. It would also improve the quality of life issues for the Huron Commons Condo community along with the Huron Farms community with the reduction of vehicular traffic through an area that is not designed to handle such traffic.

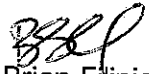
— MISSION —

To provide our community with a solution driven approach to public safety, built upon a proud history of professionalism and mutual respect.

I feel some sort of electronic gate at the Lake Street entrance with access by emergency vehicles would be in the best interest. I do not feel police emergency response would be hindered with such a gate. We police many one entrance/exit and some completely gated communities with in the County and with proper communication, our response is not compromised.

Contact me if you need further comments or clarification on this issue.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Filipiak', written in a cursive style.

Brian Filipiak  
Sergeant, Dexter Station



## HURON COMMONS CONDOMINIUM ASSOCIATION

### Assertion of Concern

Co-owners of the Huron Commons Condominium Association hereby assert our concern over the traffic problem currently posed by non-residents utilizing our designated private drive as a thoroughfare. While it allows access to parking spaces and garages, the drive is clearly not designed for through traffic. We believe that continued uncontrolled use of the drive by non-residents, who frequently ignore traffic control signs and drive at unsafe speeds, will sooner or later lead to an adverse event resulting in property damage and/or personal injury (including fatality). Additionally, use of our private drive by non-residents intrudes upon our "quiet enjoyment" of the premises, to which we are entitled as homeowners in the Village. We therefore reserve the right to implement what measures the Association may deem appropriate and necessary to rectify the problem before injury results.

\* The Association plans to vote as a community and select one of four possible responses to the hazardous situation:

1. Do nothing.
2. Install speed bumps. *Speed dips?*
3. Install an electronically controlled breakaway gate.
4. Install collapsible bollards.

Each option has advantages and disadvantages. Options 3 or 4 would prevent use of the drive as a thoroughfare, while still providing an easement (via either Lake or Inverness, depending on the location of the gate/bollards) and ingress and egress without limitation in the event of emergent circumstances.

## An Unnecessary Disaster & Preventable Liability

Dear Superintendents, in your position as Chief Security Officer or as Plant & Maintenance Manager or as Head Groundskeeper, you have one goal and one fear:

1. GOAL: The student residents and visitors on your campus must be assured of their personal safety and of ready access to emergency services; and,
2. FEAR: The institution must not be exposed to extreme actual or potential legal liability for preventable negligence or wrongful death/injury to students or visitors.

A recently reported incident on an Ivy League campus shows what happens when traffic control bollards of the old fashioned "fixed" and non padlock break away type are used in areas where emergency vehicles must gain access. Valuable time was lost while the emergency crew frantically searched for the key to the non-break away padlocked fixed bollards. This delay is almost certainly going to be the subject of an investigation or worse. The institution probably had only good intentions and saving a few bucks in mind; however, the consequences of a successful legal action against it could be devastating.

Concern about this very circumstance is what led to the development of the patented Maxiforce 1<sup>TM</sup> collapsible bollard. The need to provide virtually instant access to emergency vehicles in large and diverse facilities and campuses where security or fire personnel may not be immediately available with protected keys created the idea of a "universal key" (i.e. the fire hydrant wrench) coupled with a patented break-away base.

As you can see from the attached materials, the Maxiforce 1<sup>TM</sup> bollard has two nearly foolproof methods of immediate entry by emergency vehicles:

1. By use of a fire hydrant wrench (normally available on all emergency vehicles); or,
2. By utilizing the pressure points of the break away parts with minimal damage to the vehicle and the bollard base\* (making use of the patented Maxiforce 1<sup>TM</sup> Release Inserts).

\* Because of the unique patented design of the Maxiforce 1<sup>TM</sup> break-away base, damage to the vehicle and to the base and its associated pavement or brick work is minimal and the bollard can be repaired and back in service within (literally) minutes at a very modest cost.

If you are interested in learning more about Maxiforce 1<sup>TM</sup> products, along with the lower priced Magnis<sup>TM</sup> padlocked break away bollard which incorporates the patented Maxiforce 1<sup>TM</sup> break-away feature, contact George Reale at [mbcreal@aol.com](mailto:mbcreal@aol.com) or at G Reale Enterprises, Inc., 3444 Marshall Road, Drexel Hill, PA 19026; phone: 610-623-2611; fax: 610-623-6384. See our web site at: [www.maxiforcebollard.com](http://www.maxiforcebollard.com)

**General Information:**

**Maxiforce 1** bollards are made of quality materials and craftsmanship. The Extruded 6" x 3" heavy steel body is coated with a red or gray oxide primer, that acts as a rust proofing. The internal parts are made of steel and aluminum. The bollards come in two standard types. #1 Collapsible hydrant wrench operated, #2 The ridged bollard, no internal parts. When the bollard lays flat on the ground, the ground clearance is 3 1/4" inches.

**Installation:**

Dig a hole 18" deep, place the anchor base in the hole and pour in the concrete, leveling it off, or allow for any decorative brick, asphalt block, or other.

**Hydrant Wrench Operated**

The **Maxiforce 1** collapsible bollard is operated by a standard fire hydrant wrench. All police, fire, and EMT personnel carry these wrenches. Standard Hydrant nut styles are: Type A= 3 sided, flush to surface, which requires a 3 sided socket wrench to operate. Also Type B= AWWA Standard pentagonal nut. Customers must specify the hydrant nut style when ordering.

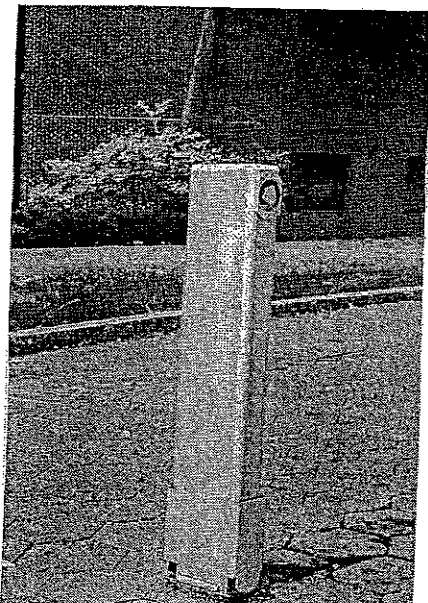
Model	Style	Anchor Base	Main body ht.	W/H	Ext.	Nut Style
MF or MT	Collapsible	18"	32"	6" x 3"	Steel	A
R	Ridgid	18"	32"	6" x 3"	Steel	N/A

Collapsible Bollards: Model No: MF or MT style and nut type A, B, or C

Ridgid Bollard: Model No: R

Customer Specifications: Height, in inches above ground. 32 inches is our standard. Measure from ground level up.

Nut Type: A= 3 Sided Flush, B= 5 Sided AWWA Std., C= Custom - Specify

**Model MF****Model MF****Model MT**

**SPECIFICATIONS FOR MAXIFORCE 1 AND RIGID BOLLARDS****Materials:**

Extruded tubing is A53 cold rolled steel.

The internal mechanisms are fabricated from steel and aluminum replacement parts.

**Dimensions:**

Extruded Rectangular steel tubing is 1/4" inch thick and the dimensions are: 6" inch long x 3" inch wide.

Above ground height is 32".

The in ground anchor base is 18", Total length of bollards 50" inches per unit.

When collapsed flush to the ground the clearance is 3" inches in height.

**Weight:**

Collapsible Bollard: 85 lbs. For a full complete unit.

Rigid Bollard: 70 lbs. For a full complete unit.

**Paint:**

Standard Silver Powder Coat no charge other colors call for quote.

**Operating Nut:**

You operate the bollard by applying torque to a hydrant type nut; thereby lifting a double spring loaded extruded aluminum male part above the rolled female counter part. The operating nut is located on the side of the bollard at the top. The bollard operates on a center pivot, allowing it to be lowered in either direction. You do not need the wrench to reseal the bollard in the upright position, just lift and it will lock into place.

The customer must specify the hydrant nut. The exact size and dimensions of the nut may be obtained from the local water or fire department. The nuts must match the same nuts used by your local fire hydrants in your area if you wish to allow these public services to have emergency access at all times. The following nuts are available in stock:

- The Philadelphia Style 3-sided, finished flush to surface of bollard
- The 5 sided AWWA Standard C-503 and The Kennedy Square both (Finished 1" above bollard surface)
- Other nut sizes may be specified. It is important for the customer to verify that the operating nut matches the specifications of the local water or fire authority. The Maxiforce 1 collapsible bollard has been engineered to easily adapt to any hydrant nut. If a mistake is made we can be notified of the proper nut that is needed and it can be replaced on the spot easily, without the customer being greatly inconvenienced.

**Hydrant Wrench:**

If a flush nut is desired for hydrant nuts, then a custom socket wrench must be purchased.

Maxiforce 1 Bollards are high quality traffic control devices. The collapsible bollards as well as the ridged are similar in appearance. The rigid bollard contains no internal parts.

**Limitations:**

The Maxiforce 1 is a traffic control device that is presumed to be installed and operated by trained and competent individuals who will not alter nor disable any portions of the Maxiforce 1 product. Any such mis-installation, mis-handling or wrong use of the Maxiforce 1 will void any and all warranties. Notwithstanding the foregoing, the manufacturer and distributors of the Maxiforce 1 are not now, and will not be in the future, responsible or liable for any direct, indirect, consequential or

## UTILITIES:

The Developer agrees to pay all costs related to the installation of utilities on the site, pursuant to the terms of this agreement, as depicted on the approved Final Site Plan.

The Developer agrees to pay to the Village of Dexter tap fees consistent with the schedule of tap fee rates approved by resolution of the Village Council dated June 23, 1997 for buildings 4400, 4500, 4600 and 4700 Inverness (Phase 2) (Tap fees for Phase 1 have already been paid).

The Developer agrees to cause to be installed all electric, telephone and other communication systems underground in accordance with the requirements of the applicable utility company.

The Developer agrees to obtain written approval from the Village Engineer for acceptance of the water, sanitary sewer, storm sewer, and water collection/retention systems built in accordance with the Final Site Plan and furnish "as built" engineering plans (3 copies), showing all site improvements installed per Village specifications. All inspections for water and sewer installations are to be performed by Village engineering inspectors with applicable fees paid by the Developer.

The Association agrees that no part of the storm water detention area shall be allowed to remain in an unkempt condition. All grass and other noxious vegetation shall be maintained and cut to reasonable heights at reasonable intervals (grass within storm water detention area #1 shall not exceed twelve inches (12") in height and in detention area #2 grass shall be maintained at a height compatible with the adjacent natural area); the inlets and outlets are to be kept clear by the Association. It shall be the responsibility of the Association to maintain the storm water detention areas and surface storm water drains (the storm ditches and swales) exclusive of wetlands in a manner suitable to the Village. The Village retains the right to assume maintenance of the storm water detention areas and surface storm water drains if the Association fails to provide minimum maintenance consistent with the aforementioned standards. Any and all costs incurred by the Village in such maintenance and enforcement of these provisions, including interest at the rate of one percent (1%) over the prime rate established by NBD Bank shall accrue on the amount billed until paid, shall be billed to the Association, if applicable. The Village will place a lien on condominium units, withhold zoning compliance (when Village costs are incurred on the property controlled by the Developer), or take action in accordance with the Village Nuisance if maintenance costs are not paid within sixty days of the invoice date.

A letter of determination from the MDEQ regarding wetlands conditions on the site is attached hereto as Exhibit 4.

The Developer agrees to grant necessary easements to the Village of Dexter for the construction and maintenance of public improvements (water and sanitary).

## \* STREETS -- EMERGENCY VEHICLE ACCESS EASEMENT:

The drives within Huron Commons will remain private and will not be dedicated to the Village. Maintenance of said private drives will be the responsibility of the Association. The Developer shall provide, for the benefit of the Village or other emergency or public service agency or authority, an easement over all roads and drives for use by emergency and/or service vehicles of the Village or such agencies. The easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school bus and mail or package delivery, and other lawful governmental or private emergency or other reasonable and necessary services to Huron Commons and co-owners thereof as well as to provide services to neighboring developments. This grant of easement

shall in no way be construed as a dedication of any streets, roads or driveways to the public

OTHER:

The Developer and Village agree that this agreement runs with the land

The Developer agrees to install all required grading and soil erosion and sedimentation control improvements as set forth on the Construction Plans so that storm water from the development will not flow from the development onto any adjacent property in such amounts as to cause damage to adjacent property, as set forth under the Soil Erosion and Sedimentation Control Act, Part 91 of Act 451

The Developer agrees to remove all discarded building materials and rubbish from the Project at least once each month during construction of improvements and within one month of completion or abandonment of construction. The Developer agrees to keep all public roads leading into and out of the development free and clear of dust and debris during construction of Huron Commons. No burning of discarded construction material shall be allowed. At the Developer's discretion, material which can be environmentally recycled may be re-used on the project.

Pursuant to Section 103b of the Condominium Act, an Escrow Agreement (Exhibit 5) has been established with Transnation Title Insurance Co., through its agent, American Title Company of Livingston. The escrow agent will maintain sufficient funds or other security to complete those improvements shown as "must be built" on the Condominium Subdivision Plan until such improvements are substantially complete. Improvements that "must be built" with relation to condominium buildings such as those in Huron Commons include all improvements which are necessary to obtain a certificate of occupancy of the dwelling units.

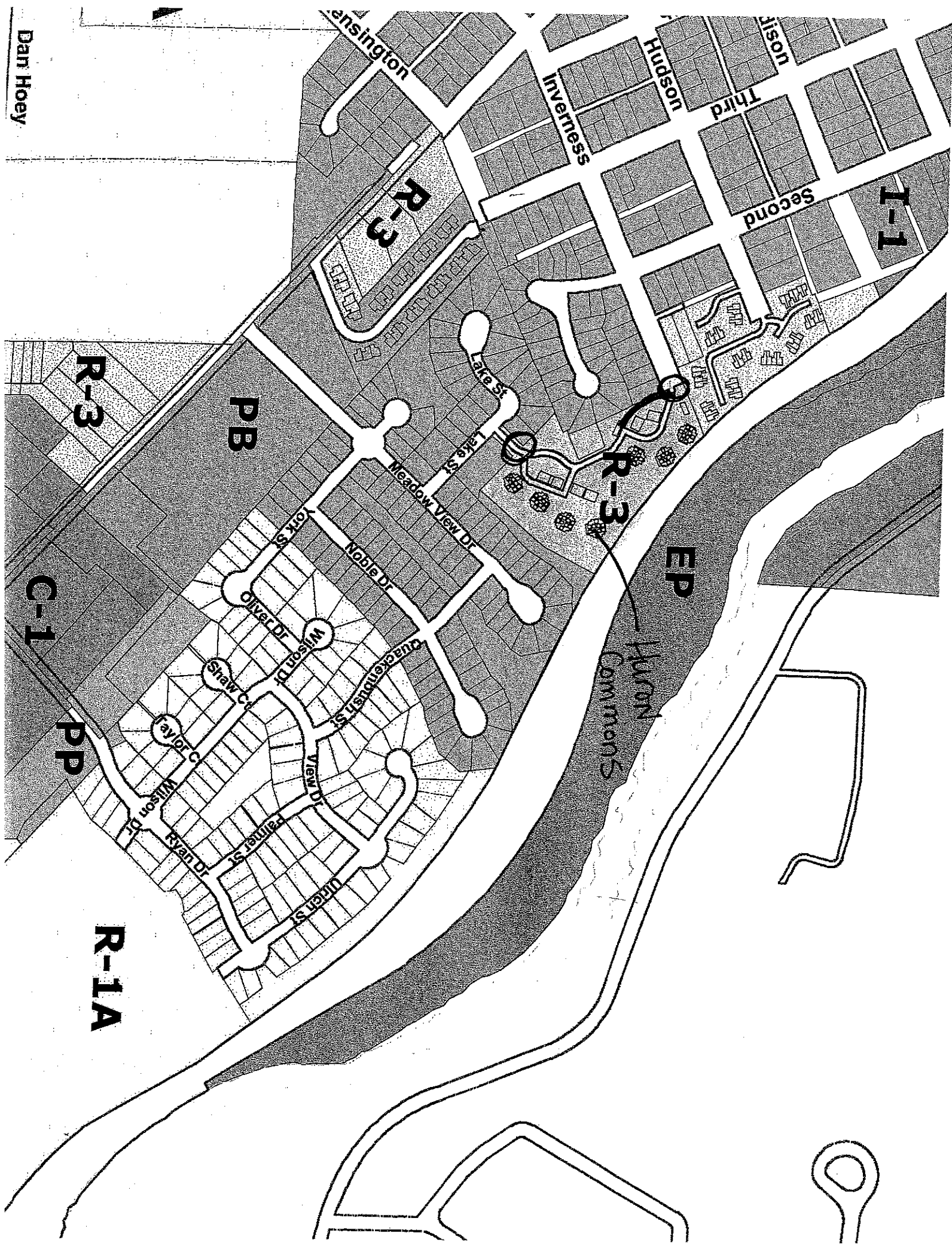
\* The Association will be responsible for the replacement of any trees designated on the Final Site Plan and located in public utility easements (granted to the Village) that are destroyed by the Village, in connection with maintenance and repair work of the utilities located within the easements. Replacement of said trees and landscaping must be completed by the end of the next planting season. Any trees removed which are not designated on the Final Site Plan, are not required to be replaced. The Village will take reasonable care to protect and save all trees and landscaping material during regular maintenance and repair work of utilities. This responsibility for tree replacement does not apply to tree removal resulting from the installation of the new water transmission main or the Northeast Sanitary Sewer.

\* Improved vehicular access to the project will be provided from Dexter-Ann Arbor Road through Huron Farms per the Huron Farms Final Site Plan.

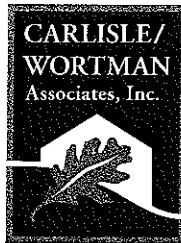
The Developer agrees to furnish the a maintenance and guarantee bond, equal to fifty percent (50%) of the cost of underground utilities and appurtenances, in an amount to be determined by the Developer and approved by the Village Engineer, for installation of all underground improvements such as, but not limited to, water mains, sanitary sewers, and storm sewers improvements required by the Village. The Village Attorney shall approve as to form the bond. Said maintenance and guarantee bond shall be in force for a period of two (2) years after completion of the improvements.

The Developer agrees to dedicate all necessary easements to the Village for the construction and maintenance of public improvements (water, sanitary, and storm sewers).

\* The Developer hereby agrees to defend, indemnify and hold the Village harmless from and against all claims, demands, liabilities, damages, causes of action, suits, judgments, costs of expenses (including reasonable attorney's fees of counsel for the Village) arising out of any alleged negligent act(s) or omissions







RECORD 1-10-05  
H-1,2,3

*Community Planners Landscape Architects*

605 S Main, Suite 1 Ann Arbor, MI 48104 734-662-2200 fax 734-662-1935  
6401 Citation Dr., Suite E Clarkston, MI 48346 248-625-8480 fax 248-625-8455

December, 2004

Donna Eureste, Village Manager  
Village of Dexter  
8140 Main Street  
Dexter, MI 48130

RE: Holiday Contributions

Dear Donna:

We want to thank you for your response to our 2004 holiday contributions program. We have honored a request in every community we represent that responded, and we appreciate the suggestion that you gave us in such a timely manner. Below are the organizations to which we contributed.

*Augusta Twp.* – WCC Foundation

*Brandon Twp.* – Ortonville Community Emergency Fund (OCEF)

*City of Brighton* – Brighton Senior Center

*Bunker Hill Twp.* – Iri-County Office on Aging (Meals on Wheels)

*Canton Twp.* – Canton Community Foundation

*Clinton County* – Clinton County RAVE

*Village of Clinton* – Clinton Ministerial Fund (Food Pantry)

*Village of Dexter* – Dexter Senior Center

*City of East Tawas* – Tawas-Whitmore-Hale Area United Way

*Green Oak Twp.* – American Red Cross – Livingston County Chapter – Disaster Services

*City of Grosse Pointe Woods* – Children's Home of Detroit

*Handy Twp.* – Fowlerville Senior Citizen Club

*Highland Twp.* – Huron Valley Youth Assistance

*Holly Twp.* – North Oakland Headwaters Land Conservancy

*City of Howell* – Big Brother / Big Sister of Livingston County

*Huron Township* – Huron Township Rotary Club (Good Fellows)

*Ida Twp.* – Ida Public Schools (Give a Kid a Christmas)



December, 2004

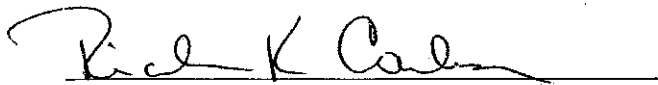
Page 2

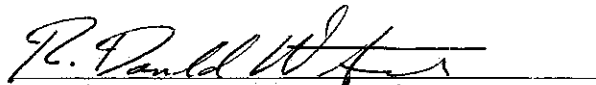
*Independence Twp.* – Clarkston Area Youth Assistance  
*Iosco Twp.* – Fowlerville Family Impact Center  
*Village of Lexington* – VFW – Lake Huron Post & Auxiliary #2382  
*Lima Twp.* – Chelsea Senior Center  
*City of Linden* – City of Linden “Operation K-9”  
*Manchester Twp. & Village of Manchester* – Manchester Family Services  
*Marion Township* - Big Brother / Big Sister of Livingston County  
*City of Milan* – DARE Program  
*City of Monroe* – City of Monroe Fire (Annual Thanksgiving Dinner)  
*City of Mt. Pleasant* – Women’s Aid Shelter  
*City of Northville* – Civic Concern  
*Orion Twp.* – Northeast Advisory Committee of Focus Hope & Orion Twp Parks & Recreation  
*Oxford Twp.* – Oxford Parks & Recreation (Kids Kingdom Fund for Restrooms)  
*City of Plymouth* – Plymouth Rotary Foundation  
*Shiawassee County* – Corunna Public Schools (The Ariss Family)  
*Springfield Twp.* – North Oakland Headwaters Land Conservancy  
*Stockbridge Twp. & Village of Stockbridge* – Stockbridge Community Outreach  
*City of Troy* – Troy Boys & Girls Club  
*Unadilla Twp.* – Unadilla Township Fire Department  
*Village of Wolverine Lake* – FISH – Walled Lake

This is an on-going program for Carlisle/Wortman Associates and we will contact you again the end of next year for your suggestions.


Sincerely,

**CARLISLE/WORTMAN ASSOCIATES, INC.**

  
**CARLISLE/WORTMAN ASSOCIATES, INC.**  
Richard K. Carlisle, AICP, PCP  
President

  
**CARLISLE/WORTMAN ASSOCIATES, INC.**  
R. Donald Wortman, RLA, PCP, AICP  
Vice-President

  
**CARLISLE/WORTMAN ASSOCIATES, INC.**  
Douglas J. Lewan, AICP, PCP  
Principal

  
**CARLISLE/WORTMAN ASSOCIATES, INC.**  
John L. Enos, AICP  
Principal

## Donna Eureste

**From:** Jim Seta [jwseta@yahoo.com]  
**Sent:** Monday, January 03, 2005 9:43 PM  
**To:** Donna Eureste  
**Cc:** jhanifan@villageofdexter.org  
**Subject:** Fwd: Re: Library focus groups

FYI -  
Sorry you weren't in the original distribution.  
Jim

*Jim Seta <jwseta@yahoo.com> wrote:*

Date: Mon, 3 Jan 2005 18:42:16 -0800 (PST)  
From: Jim Seta  
Subject: Re: Library focus groups  
To: paul mccann , jcarson@aiserv.net,  
MKowalski@ci.ann-arbor.mi.us, jsemifero@villageofdexter.org,  
jseta@villageofdexter.org, dfisher@villageofdexter.org,  
skeough@villageofdexter.org, twalters@villageofdexter.org,  
dboyle@villageofdexter.org

Hello Paul,

Thank you for the email and the letter regarding the focus session for the Library. As you know the library is a very important staple that I believe many of us would like to keep within the Village. In order to better understand your request below I have a couple options on how we can proceed.

1. We can meet as an entire council before our January <sup>10</sup>~~12~~th or January <sup>24</sup>~~26~~th meeting (at 6:30pm) or
2. I can ask 2 additional trustees to attend the focus group discussion you would like to have with Village officials at a time this is conducive for all of us.

Please let me know which course of action you would like to take so I can plan accordingly.

Thanks again for the invitation and we look forward to working with the you and the Library Board

Regards,  
Jim Seta  
President, Village of Dexter

*paul mccann <pmccann@tln.lib.mi.us> wrote:*

Greetings,

As I mentioned in my recent letter, the Library will be holding focus group sessions on January 13 and 19. We would like to set aside a block of time for our consultant, Larry Corbus, to discuss the issue with Village government officials. If there is a specific person who would like to take the lead in coordinating this among the council members, please let me know.

The focus group will last approximately 50 minutes. We will have additional open sessions scheduled on these days, but I would like to approach the service clubs, government officials, etc. and see if we there is interest for specific times

Please let me know your availability.

Sincerely,  
Paul McCann

--

\*\*\*\*\*

Paul McCann, Library Director e-mail : pmccann@tln lib mi us  
Dexter District Library Phone: (734) 426-4477  
8040 Fourth St Fax: (734) 426-1217  
Dexter, MI 48130 <http://hvcn.org/info/ddl>

\*\*\*\*\*

---

Do you Yahoo!?

Send a seasonal email greeting and help others. Do good.

---

Do You Yahoo!?

Fired of spam? Yahoo! Mail has the best spam protection around  
<http://mail.yahoo.com>



Dexter Community Schools  
Transportation Department  
7229 Marshall Road  
Dexter, Michigan 48130  
(734) 424-4100 ext. 1610  
e-mail [poor@dexter.k12.mi.us](mailto:poor@dexter.k12.mi.us)

Robert Poor  
Director of Transportation

December 28, 2004

Mr. Ed Lobdell  
Utilites Department  
8360 Huron  
Dexter, Mi. 48130

Re: Light delay @ Dan Hoey & Baker rd.

Dear Mr. Lobdell:

I am writing this letter to request the Village of Dexter help in reducing the risk associated with traffic turning left onto Baker Rd. from Shield Rd. As the Director of Transportation for the Dexter Community Schools I am requesting the light at Baker Rd. and Dan Hoey be timed to delay traffic going South on Baker from both Baker and DanHoey Roads. Due to the weight restrictions placed on the Main Street Bridge this June many of our buses now have to make a left turn from Shield Rd. onto Baker Rd. Many of our Bus drivers have expressed their concern about insufficient gaps in traffic to safely pull out onto Baker Rd. I have personally viewed the intersection and drove a bus from Shield onto Baker at the key transport times, 7:15-8a.m and 2:40-3p.m. Making the turn in the morning is the most demanding due to the high volume of traffic and dark conditions that exist.

Since any immediate action regarding the bridge is unlikely, the Baker and Shield intersection will remain problematic for some time. I would be glad to share my observations and data with you with the goal of reducing not only risk to the students of Dexter but all motorists who use this intersection. Your help in resolving this issue is greatly appreciated.

A handwritten signature in cursive script that reads "Robert Poor".

Robert Poor  
Director of Transportation  
Dexter Community Schools

CC:

Evelynn Shirk  
Roy Townsend WCRC  
Lt. Troy Bevier  
Sgt. Brian Filipiak  
Washtenaw County Sheriff  
File



AGENDA 1-10-05

ITEM I-1

# VILLAGE OF DEXTER

## WATER UTILITIES

8360 HURON ST.

DEXTER MI 48130

(734) 426-4572

FAX (734) 426-2208

TO: VILLAGE COUNCIL  
FROM: ED LOBDELL  
SUBJECT: PUBLIC SERVICES UPDATE  
DATE: 1-04-05

---

Attached you will find an update for the Water and Sewer Departments along with an update from the Streets Department.

- 1 - Water meter work completed this period, (October - December).
- 2 - Water meter work completed this fiscal year.
- 3 - CIP Update.
- 4 - Streets Update.

Should you have any questions, please call or stop by.

Respectfully Submitted

Ed Lobdell  
Public Services Supt.

# VILLAGE OF DEXTER

## WATER UTILITIES

8360 HURON ST.

DEXTER MI 48130

(734) 426-4572

FAX (734) 426-2208

1-05-05

## UTILITY DEPT WATER METER/SERVICE CALL UPDATE

For the period beginning October 1, 04 thru December 31, 04 the following denotes work completed..

New meters and read units installed - 29

Water only meters installed - 19

Read unit maintenance - 20

Miss Digs - 40

All other service calls - 73

Along with the above items, other tasks performed during this period are as follows.

Flushing select sewers - Monthly

Reading Meters - Monthly

Checking all lift stations - Weekly

Backwashing Filtration Plant - Weekly

Assisted with water for new trees installed at Wellfield Park

Disconnected water service for demolition of house located at 8284 Huron St.

Disconnected water service for demolition of house located at 3075 Baker Rd.

Relocated curb stop at 3430 Hudson prior to sidewalk installation.

Relocated curb stop at 7680 Fourth prior to sidewalk installation.

Repaired fire hydrant in front of Dexter Chevrolet - hit by careless driver.

Repaired fire hydrant nozzle at 8556 Parkridge.

Assisted with fire hydrant repair at Mill Creek Middle School - hit by vandals

Assisted with fire flow test for Dexter Commerce Center.

Reroof completed at W.W.I.P.

Winterized water tower controls.

Located and televised sanitary sewer at Monument Park site.

Met with PSI for soil boring locations at Monument Park site.

Oversaw sewer lead replacement at 7998 Grand St.

Site evaluation conducted by DEQ.

Working on CIP projects - 4<sup>th</sup> Well - Central St Water Main - MH Rehab

Working with DEQ, and OHM on Reliability Study. At this time the reliability study is moving forward slowly. On October 6, 2004 we met with Laura Churan from the DEQ to discuss the progress of the reliability study. It was determined that we should wait until the summer of 05 to gather information to be used for the results of the study. With the summer of 04 being a very wet period, it was felt that the numbers may not be as accurate as desired. Along with the fact that the fourth well was not on line as of yet. We are still acquiring data to be used in the study along with information we will gather during the summer of 2005.

Installed new chlorine scale at the water filtration plant.



# VILLAGE OF DEXTER

## WATER UTILITIES

8360 HURON ST.

DEXTER MI 48130

(734) 426-4572

FAX (734) 426-2208

1-05-05

### FISCAL YEAR WATER METER/SERVICE CALL UPDATE

From March 1, 2004 thru December 31, 2004.

New meters and read units installed - 85

Water only meters installed - 85

Read unit maintenance - 98

Miss Digs - 132

All other service calls - 234

### OTHER ANNUAL/SEMI ANNUAL ISSUES HANDLED THIS PERIOD

Semi-Annual Fire Hydrant Flushing - Hydrants flushed and winterized by 10-26-04

Semi-Annual Sewer Maintenance Flushing - Completed on 11-22-04

Annual Sludge Hauling - Completed on 11-24-04

DEQ required Sampling - Complete for 2004

## CIP UPDATE

### 1 - CENTRAL STREET WATER MAIN

Clarke was on site on 12-09-04 to complete the asphalt portion of the punch list for Central St. That leaves one sidewalk issue to complete, and this project will be complete. Kevin with OHM is in contact with Clarke to clear up this issue.

### 2 - FOURTH WELL PROJECT

The DEQ has finally finished their report, and has responded to us with sizing for the pump and to set our firm capacity. A copy of the above is included for your information. This information has been passed on to the general contractor, and as soon as he is able to collect the recommended pump and other equipment, he will be on site to complete this project.

### 3 - MANHOLE REHAB PROJECT

This project is still ongoing. We will continue with our efforts to eliminate infiltration from the sanitary sewer system.

## UPCOMING CIP

### 1 - ALPINE STREET SEWER

We are looking at two manhole replacements to be completed within the scope of the DDA project. Part of this project includes replacing approximately thirty feet of sanitary sewer pipe behind the Lighthouse. This is to remove a belly (sag) in the existing pipe. The final portion of this project is to line the existing sewer between the newly installed manholes.

### 2 - ALPINE STREET WATER

The scope of this project is to in conjunction with the DDA project provide a connection to the water main on Alpine St. This connection is for the future provision of Fire Protection and water service upgrades behind the businesses on Main St. Also to provide a potential loop for the water system on Broad St.

# VILLAGE OF DEXTER

## PUBLIC SERVICES

8360 HURON ST.

DEXTER MI 48130

(734) 426-4572

FAX (734) 426-2208

1-05-05

### STREETS UPDATE

The following is an update of what has been going on with the Streets Department during the period from October 1, 2004 thru December 31, 2004.

---

Ongoing projects that we deal with on a daily basis are as follows.

Weekly grass cutting in these areas -	Peace Park - Wellfield Park - Warrior Creek Park
	Water Tower area - Well House Property - Fire Hall
	Monument Park - DDA Extensions - Grand St. Property
Bi-Weekly grass cutting	- Smith Woods
Other DDA issues	- Trash - Smoke Pots - Dumpsters - Decorative Lights
	Sweeping - Irrigation Issues
Cleanup after storms	- Chipping and general storm damage cleanup

---

Other projects and issues dealt with during this quarter are the following.

Removed a large Elm tree at 3360 Edison

Trimmed several trees at various locations.

Assisted with large limb removal on Main St. at Baker.

Completed Temporary Salt Shed on 11-11-04.

Removed and replaced sidewalk at 3430 Hudson St. - as noted in the CIP Sidewalk Study.

Removed and replaced sidewalk at 7680 Fourth St. - as noted in the CIP Sidewalk Study.

Picked up road kill deer on Baker Rd.

Traffic Light Control Issues.

Assisted with street closings for Apple Daze

Repaired Sprinklers after Apple Daze.

1-05-05

## STREETS UPDATE CON'T

---

Assisted with Merchants Day - Extra Cleaning

Installed Flags on and off light poles for Holidays.

Installed Banners to light poles after Veterans Day.

Winterized sprinkler systems in parks and extensions.

Winterized Street Sweeper and other equipment.

Installed Parking Signs in parking lots to help with enforcement.

Painted Compact Car Only Stencils on Broad St. per DDA Request.

Replaced bulbs in decorative street lights as needed.

Picked up left over sand from Luminary.

Conducted leaf pickup.

Snow Removal as needed.

Raised and Lowered Flags as per Govoner Granholm Executive Orders.

Graded Alleys.

Patching potholes as needed.

We are continuing with the IDEP (Illicit Discharge Elimination Program) - this has to do with Phase II Storm Water Management .

Gathered bids and information for DDA to replace Ford tractor and broom.

We will be collecting and chipping Christmas trees as they are put to the curb.



JENNIFER M. GRANHOLM  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
JACKSON DISTRICT OFFICE



STEVEN E. CHESTER  
DIRECTOR

December 17, 2004

Mr. Ed Lobdell  
Village of Dexter  
8140 Main Street  
Dexter, Michigan 48130

Dear Mr. Lobdell:

Subject: Village of Dexter, Washtenaw County WSSN: 1810  
Test Well #4 Requirements to Convert to Production Well

We have received and forwarded, under separate cover, Well Site Assessment for the Pumping Test and Analysis. This assessment stated that Test Well #4 in the Village of Dexter was approved at a pumping rate of 200 gpm. The Michigan Safe Drinking Water Act (Act 399, P.A. 1976) (the Act) and the rules promulgated pursuant to that Act lists specific items that need to be submitted in order to convert this well from a test well to a production well. These were explained in the Well Site Approval Letter dated September 23, 2003, and are summarized below:

1. Signed permit application.
2. A final site plan showing the exact location of the test well relative to all major and potential sources of contamination and property boundaries, easements, etc. (sewers, septic tanks, fuel tanks, etc.).
3. Results of Water Quality Analysis.
4. Verification that the well casing is 2 feet above the 100 year flood level and at least 12-inches above the ground level.
5. A final well log including casing materials and screen capacity.
6. Pump setting.
7. Pump and motor characteristics.
8. An approved pitless adapter must be installed as well as a well cover with a screened vent.
9. Part 13 of the Rules requires that the design of the wells, discharge piping, and all water mains and related structures be completed by an engineer registered in the State of Michigan.
10. Please include details on how the well will be disinfected and sampled for bacteriological analysis.

Once these items have been submitted, we will issue a construction permit so that the well can be equipped. Once the well has been equipped and is on-line please notify our office. At that time we can begin issuance of water construction permits for the Village of

Dexter water system. The capacities of your water system are summarized in the table below:

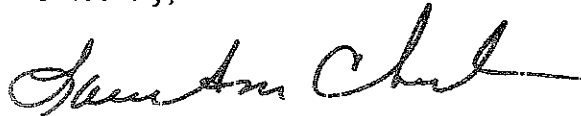
	Well #1	Well #2	Well #3	Well #4
Permitted Capacity	300 gpm	300 gpm	300 gpm	200 gpm

Total Well Capacity	1100 gpm	1.58 MGD
Firm Well Capacity	800 gpm	1.15 MGD
Maximum Day (2003)		0.941 MGD

System demands during high use periods must continue to be monitored. If the system demands approach the capacity of the system, steps must be taken to reduce that demand so that the capacity of the water system is not exceeded.

If you have any questions, please call or contact me at [chuhrahl@michigan.gov](mailto:chuhrahl@michigan.gov).

Sincerely,



Laura A. Chuhrahl, P. E.  
District Engineer  
Field Operations Division  
Water Bureau  
517-780-7876

LAC:bvc

cc: Donna Eureste, Village of Dexter  
Rhett Groneveldt, OHM  
Washtenaw County Health Department

BOARD 1-10-05  
ITEM I-2

Agreement between the  
**Dexter Area Fire  
Department**  
and the  
**Dexter Area Fire Fighters  
Local 4090,**  
International Association of  
Fire Fighters

For The Period  
January 1, 2005 - December 31, 2007

30 December 2004



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## ARTICLE 1.

### DURATION, PURPOSE, DEFINITIONS, and COVERAGE

#### Section A. Duration

This Agreement entered into between the Dexter Area Fire Department hereinafter referred to as "Department" and the Dexter Area Fire Department Full Time Fire Fighters, Local 4090 of the International Local 4090 of Fire Fighters, hereinafter referred to as "Local 4090", effective January 1, 2005, shall be binding upon the respective parties hereto until December 31, 2007. In the event negotiations extend beyond the expiration of this Agreement, its terms and conditions shall remain in full force and effect pending reaching a successor agreement.

#### Section B. Purpose

The parties hereto have entered into this Agreement, to incorporate understanding previously reached, and other matters into a formal contract, to promote harmonious relations between the Board and Local 4090 to improve the public fire fighting service, and to provide an orderly and equitable means of resolving differences between the Board and Local 4090.

#### Section C. Definitions

1. "Board" shall include all appointed members and appointed representatives of the Dexter Area Fire Board as defined in the Interlocal Agreement between the participating governmental units, all being Michigan municipal corporations.
2. "Employee" shall mean all full time career firefighters of all ranks employed by the Dexter Area Fire Department, except the Fire Chief and assistant Fire Chief. Further, "Employee" shall not include any and all paid on-call firefighters and/or other administrative positions created by the Board following the date of the execution of this collective bargaining agreement.
3. "Fire Chief" shall mean the person appointed by the Board to be the Chief of the Dexter Area Fire Department.
4. "Assistant Fire Chief" shall mean the person appointed by the Chief and approved by the Board to be the Chief of the Department in the absence of the Chief.

#### Section D. Coverage

1. This Agreement shall be applicable only to Employees of the Department.
2. All changes incorporated in this Agreement shall be effective on the date of this Agreement unless otherwise stated.

#### Section E. Other Agreements

The Board or its designated representatives shall not enter into any agreements with its Employees, individually or collectively, or both, or with any other organization which in any way conflicts with the provisions hereof.

#### Section F. Savings Clause

If any Article or Section of this Agreement or supplements thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement or supplements thereto shall not be affected thereby and the parties shall enter into immediate collective bargaining for the purposes of arriving at a mutually satisfactory replacement for such article or section.

#### Section G. Existing Time Off

Any and all accrued time off credited to an employee upon implementation of this agreement shall remain in effect.

#### Section H. Other Employment

During the entire period of this agreement, no employee covered by this agreement shall be employed with any other fire department or public safety department. This shall not preclude providing training, consultation, or management services.

### ARTICLE 2.

#### RECOGNITION

The Board hereby recognizes Local 4090 as the sole and exclusive bargaining representative for the Employees.

### ARTICLE 3.

#### AGENCY SHOP AND DUES DEDUCTIONS

##### Section A. Agency Shop

Any Permanent employee who is not a union member shall, as a condition of employment, pay to the Union a service fee equal to the monthly dues for the Local 4090 for services and administration of this contract for the duration of this agreement. This shall not apply to the Chief or Assistant Chief of the Department.

##### Section B. Dues Deduction

1. The Board will deduct, as dues, from the pay of each employee from whom it receives authorization to do so. The authorization will state the amount to be deducted as dues. One deduction shall be made the first payday of each calendar month. If the employee has no pay for such period, such dues shall be deducted from his/her pay in subsequent pay periods in such calendar month.
2. The Board will deduct from the pay of the employees in any month, only the Local 4090 Membership dues becoming due and payable in the month. Any duplication of payment will be the liability of the employee and the Local 4090. Said membership dues shall be forwarded to the treasurer of the Local 4090 within seven (7) days from the day the affected paychecks are deposited.
3. The Local 4090 will notify the Board in writing of any changes of dues at least thirty (30) days prior to the effective date of such changes.

## ARTICLE 4.

### UNION ACTIVITIES

#### Section A: General

Employees shall have the right to join Local 4090, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid purpose, to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation or public employment or their betterment, free from any and all restraint, interference, correction, discrimination or reprisal.

#### Section B. Release Time

Local 4090's President shall be afforded reasonable time during regular work hours without loss of pay to fulfill Local 4090 responsibilities, including negotiations with the Board, processing of grievances, and administration and enforcement of the Agreement, said time to be approved in advance by the Fire Chief.

#### Section C. Identification of Union Officers

Local 4090 shall notify the Fire Chief and the Board of the names and titles of their representatives within one (1) week after their appointment. No representative will be permitted to act as such until the Department is advised that the person has become a representative.

#### Section D. Bulletin Boards & File Space

Local 4090 shall be provided a suitable bulletin board and file space at the Department's Station 1 for the posting of union notices or other materials relating to the activities of Local 4090. The board size and location shall be agreed upon between the Fire Chief and the Local 4090. The Secretary of Local 4090 shall be responsible for the board and shall maintain it in a neat manner.

#### Section E. Meetings

The Local 4090 may schedule meetings on Department property, with the agreement of the Fire Chief. Agreement shall not be unreasonably withheld. In no event will emergency services be disrupted.

#### Section F. Representation

Legal counsel for each party to this Agreement may be present at meetings between the Board and Local 4090, including but not limited to, contract negotiations, grievances, discipline and other hearings before the Board.

#### Section G. Visits by District, State and International Representatives

The Department agrees that accredited representatives of District, State or International representatives of the International Local 4090 of Firefighters, shall have full and free access to the premises of the Department at reasonable times during working hours in order to conduct union business pertinent to the facility. The only prerequisite for entry onto the premises is that the Fire Chief be given 2 hours notice of any visit. In no event will emergency services be disrupted.

## Section H. Special Conferences

Special conferences for matters other than grievances will be arranged between Local 4090 President and the Fire Chief, the Board or their designated representative, upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request but it is understood that these special meetings shall not be used to renegotiate this Agreement. Such meeting will be between the Fire Chief and the Board's designated representative and at least two (2) representatives of Local 4090.

## ARTICLE 5.

### PREVAILING RIGHTS

All rights, privileges, obligations, duties and working conditions enjoyed by the employees at the present time which are not included in this Agreement and do not conflict with its terms, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

## ARTICLE 6.

### MANAGEMENTS RIGHTS

#### Section A. Board Retained Rights

The Board retains the sole and exclusive right to manage and operate the Department fire fighting service in all of its operation and activities and Local 4090 recognizes the prerogative of the Board to operate and manage its affairs in all respects in accordance with its responsibilities and powers consistent with the Interlocal Agreement, its By-laws, and the Rules and Regulations of the Department. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such service; to establish classifications of work and the number of personnel required, to determine the nature and number of facilities to be operated and their location, to direct and control operations, to maintain order and efficiency, to establish reasonable work rules; to study and use improved methods and equipment; and in all respects to carry out the ordinary and customary functions of management provided, however, that these rights shall not be exercised in violation of any provisions of this Agreement.

#### Section B. Rights regarding Personnel

The Board shall also have the right to hire, promote, assign, transfer, suspend, discipline up to and including termination of employment for just cause, lay off and recall personnel; to make judgments as to ability and skill; to determine work loads; to establish and change work shift schedules; provided, however, that these rights shall not be exercised in violation of any provision of this Agreement.

#### Section C. Interpretation of Agreement

In the event either party has any questions concerning the interpretation of this Agreement and the parties are unable to agree on the appropriate interpretation, either party may request that the issue be decided by an Arbitrator. If this process is invoked, the Arbitrator

shall proceed in the manner and with the authority specified in Article 8, Section D of this Agreement.

## **ARTICLE 7.**

### **NO STRIKES OR LOCKOUTS**

It is mutually agreed between the parties hereto that Local 4090 will not call, authorize or participate in any strike against the Dexter Area Fire Department during the term of this agreement and that the Board will not engage in any lockout of the Employees during the term of said agreement. This shall not prohibit employees from supporting other labor organizations and/or participating in their labor actions so long as there is no apparent representation of the Dexter Area Fire Department.

## **ARTICLE 8.**

### **GRIEVANCE PROCEDURE**

#### **Section A. Purpose**

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problem of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any employee with a grievance to discuss the matter informally with any appropriate member of the Department or its Board.

#### **Section B. Definition**

A "Grievance" is a claim based upon an event or condition which affects the conditions or circumstances under which an employee works allegedly caused by a violation, difference or dispute as to the meaning or application of the provisions of this Agreement or existing laws.

For definition of "Employee", refer to Article 1, Section C, paragraph 2.

#### **Section C. Procedure**

1. A grievance may be presented to the Fire Chief or his/her designated management representative, by the President of Local 4090 or his/her designated representative, for discussion and informal resolution. If informal resolution does not occur the time spent at seeking an informal resolution shall not be counted against the time limits, which are defined in Article 8, Section C, paragraph 2.
2. A claim which cannot be settled equitably through informal discussion, may be submitted as a written grievance as follows:

##### Step 1:

Any Employee who feels aggrieved may present his/her grievance, submitted on the proper form and presented in accordance with paragraph 1, above, to the Fire Chief. The Fire Chief will within fourteen (14) calendar days, meet and discuss the grievance with the grievant and the President of Local 4090. Within fourteen (14) calendar days after such meeting, the Fire Chief shall answer the grievance in writing to the President of Local 4090, with a copy to the grievant.



### Step 2:

If the grievance is still unsettled, the President of Local 4090 may appeal the grievance to the Board within fourteen (14) calendar days of receipt of the Fire Chief's answer. The Board or its designated representative shall within fourteen (14) calendar days of receipt of such appeal meet with the aggrieved and the President of Local 4090 or his/her designated representative. The Board or representative shall give their written, dated and signed disposition of the grievance within fourteen (14) calendar days after such a meeting to the President of Local 4090. In the event the Board does not make an adjustment of the grievance satisfactory to the employee, shall have the immediate right to seek resolution in binding arbitration as described in the following Step 3.

### Step 3:

If after review by the Board, Local 4090 feels the disposition of the grievance is not satisfactory, it may, within twenty-eight (28) calendar days after the date the written disposition of the Board is issued, request arbitration by giving written notice to the other party. Within twenty-eight (28) days following the notice of arbitration, the parties will attempt to select an Arbitrator. In the event the parties cannot agree upon an Arbitrator, the parties agree to be bound by the rules and procedures of the American Arbitration Local 4090 in the selection of the Arbitrator. The Arbitrator so selected, under either procedure, will hear the matter promptly and will issue a decision no later than twenty-eight (28) days from the date of the close of the hearings. The Arbitrator's decision will be in writing and will set forth findings of facts, reasoning and conclusion on the issue submitted.

## Section D. Power and Duty of Arbitrator

The power of any Arbitrator utilized in the grievance process stems from this Agreement and the function of the Arbitrator is to interpret and apply this Agreement and to pass upon alleged violations thereof. The Arbitrator shall have no power to add to, subtract from, or modify any terms of this Agreement. With respect to arbitrations involving the discipline or discharge of Employees, the Arbitrator shall determine if the discharge or discipline was for just cause. The Arbitrator may also review the penalty imposed and if the Arbitrator determines it to be inappropriate and/or unduly severe, the penalty may be modified accordingly. If determined to be appropriate, in cases concerning discharge, discipline and/or other matters, the Arbitrator shall have the authority to order the payment of back wages and compensation for an Employee, which the Employee would otherwise have received. Any back wage award entered by an Arbitrator shall be limited to only the Employee's base pay and compensation for the period of time covered by the award. The Arbitrator's award shall be final and binding on the parties and affected Employees.

## Section E. Miscellaneous

1. No grievance, verbal or written, withdrawn or dropped by the employee or Local 4090 or granted by the Board or representative, prior to the final step of the grievance procedure, will have any precedent value.

2. The President of Local 4090 shall have the right to file a grievance on behalf of Local 4090, or a member of Local 4090, when the Executive Board and/or Local 4090 believes that the alleged violation affects the members of the entire bargaining unit. In such a case, Local 4090 shall be deemed to be the grievant.
3. During the pendency of any proceedings, and until final determination has been reached, all proceedings shall be private and any preliminary dispositions will not be made public without the agreement of all parties, subject to the requirements and limitations of the Freedom of Information Act.
4. There shall be no reprisals of any kind by administrative personnel or the Board taken against the grievant, or any party in interest or his/her Local 4090 representative, or any other participant in the procedures set forth herein by reason of such participation.
5. During the processing of the grievance, all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. After the conclusion of any grievance proceedings, unless otherwise agreed upon between Local 4090 and the Board, or otherwise ordered by an arbitrator, mediator, or a court of competent jurisdiction, the findings and supporting documentation of any grievance that is not upheld shall be included in the employee's personnel file for a period of two (2) years after the conclusion of the proceedings.
6. The costs for the Arbitrator's services, including his/her expenses, shall be borne equally by the parties. Each party shall pay for its own expenses.

#### Section F. Time Limits

No grievance or claim shall be valid unless it is presented and filed within twenty-eight (28) calendar days after the occurrence or within twenty-eight (28) calendar days after the matter shall become known to the Employee and/or Local 4090. Any claim or grievance not filed within the prescribed time limit, or not pursued in a timely manner in accordance with the time limits as set forth in this Article, shall be barred and held for naught.

#### Section G. Retroactivity on Claims for Back Pay

The Board shall not be required to pay back wages more than twenty-eight (28) calendar days prior to the date a written grievance is filed; provided, however, that in the case of a pay shortage of which the Employee could not have been aware before receiving his/her pay, adjustments may be retroactive to the beginning of the pay period covered by such pay, so long as the Employee has filed his/her grievance twenty-eight (28) calendar days after receipt of such pay.

All claims for back wages shall be limited to the amount of wages that the Employee would otherwise have earned, less compensation earned elsewhere during the period in question, which such compensation is attributable to the discharge, suspension or layoff period in issue and which would not have been otherwise earned.

#### Section H. Time Limits Between Steps

If the deadline date for a response by the Fire Chief or Board or Local 4090 under this Article falls upon a Saturday, Sunday, or holiday, the deadline shall be the next business day.

If either the Fire Chief or Board fails to respond within the required time limits, Local 4090 shall notify the Fire Chief in writing of said failure. If the Fire Chief or Board fails to respond within seven (7) calendar days of receipt of said notification, the grievance shall be deemed to be settled in favor of the grievant.

Time limits between the various steps may be waived and/or extended by mutual written agreement.

### ARTICLE 9.

#### DISCIPLINE

##### Section A. Disciplinary Action

It is agreed that the policy of the Department will be a fair and equitable system for the administration of disciplinary actions and shall be consistently maintained. Such a system shall provide full consideration of the evidence of extenuating circumstances. Either the Fire Chief or the Board may initiate and implement any and all disciplinary actions, with the exception of the discharge of an Employee which must, in every circumstance, be approved by the Board.

##### Section B. Just Cause Requirement

Disciplinary actions shall be for just cause only and are to be kept strictly confidential and administered in a manner which maintains as much privacy between the Department and Employee as possible.

##### Section C. Approved Discipline

Approved disciplinary actions initiated by the Fire Chief shall consist of the following:

1. *Verbal Warnings:* A verbal warning shall be the first level of action, and in most instances should precede any of the disciplinary actions enumerated further.
2. *Written Warnings:* A written warning detailing inappropriate or unacceptable conduct and the possible consequences subject thereto, will often, but not always, be the action pursued when an Employee repeats a like or similar offense. Whether or not a verbal warning has previously been issued the written warning must be given to the Employee with a copy placed in the Employee's permanent personnel file.
3. *Suspension:* The suspension, with or without pay, of an Employee shall be used in specific instances, often following repeated verbal and/or written warnings, where the continued presence of an Employee is disruptive to fellow Employees, a safety hazard, or when an alleged offense requires extensive investigation or verification. The absence of any prior verbal or written warnings does not preclude the use of suspension when circumstances surrounding a single offense are grave enough to warrant such action.

- 4 *Discharge:* Actual discharge or termination from employment is normally the culmination of a progressive disciplinary action program and is a recognition that all other effort has failed to bring about satisfactory performance and that the Employee concerned can no longer contribute effectively to the best interests of the Department. Discharge may also result from a single incidence of serious misconduct that serves to endanger the safety, welfare, or reputation of other Employees, the Department or the general public. In such cases, the progressive system of disciplinary action is not necessary. Offenses subject to discharge would include, but not be limited to: intoxication on duty, conviction of the use of illegal substances; theft; extreme cases of insubordination; physical abuse of supervisor, fellow Employees, or general public, while on duty; vandalism of the Department's property; or conviction of a felony. While the decision to terminate an Employee can be initiated by either the Fire Chief or the Board, the ultimate authority to decide whether an Employee is discharged rests exclusively with the Board.

#### Section D. Right to Representation

An Employee has the right to representation during disciplinary proceedings.

#### Section E. Time for Discipline

The Department will discipline within 28 calendar days after becoming aware of an offense, except when it would not be practical to do so or when it would interfere with an ongoing investigation.

#### Section F. Right to Grieve

Any Employee who feels aggrieved by a perceived misapplication of the suspension and/or discharge provisions of these disciplinary rules shall have the right to grieve per Article 8.

#### Section G. Removal of Disciplinary Materials from File

Disciplinary action documentation will be removed from the Employee's personnel file after two years following the disposition of the offence, or any subsequent similar or related offence.

### ARTICLE 10.

#### SENIORITY

##### Section A. Seniority Defined

Seniority is the length of continuous service with the Department in a full-time position. Time spent on unpaid leave of absence or a layoff shall not count toward seniority. Seniority dates from the first date of hire as a regular, full-time Employee. Department seniority shall be used for pension and vacation accumulation.

##### Section B. Loss of Seniority

An Employee shall lose any accrued seniority if he/she:

1. Voluntarily quits.

2. Is discharged and not reinstated as a result of the grievance process

#### Section C. Seniority List

The seniority list on the date of this Agreement will show the seniority names and job titles of all Employees entitled to seniority. The Department will keep the seniority list up to date at all times and will provide Local 4090 with a current copy once per year, or upon request.

### ARTICLE 11.

#### LAYOFFS AND RECALL PROCEDURES

##### Section A. Layoff Defined

The word layoff shall mean a reduction in the full time work force.

##### Section B. Procedures for Layoffs

When a layoff takes place Employees shall be laid off in reverse order of their seniority, meaning the least-senior Employee on the seniority list being laid off first. In the event of a layoff, the Board shall furnish the President of Local 4090 and the affected Employee with written notice at least twenty-eight (28) calendar days prior to said layoff.

##### Section C. Procedures for Callbacks

When the working force is increased after a layoff, Employees will be recalled in the reverse order of which they were laid off. Notice of recall shall be sent to the Employee at his/her last known address by registered or certified mail and First Class mail. If an Employee fails to report to work within fourteen (14) calendar days from receiving notice of recall he/she shall be considered to have quit.

### ARTICLE 12.

#### HOURS OF EMPLOYMENT

##### Section A. Platoon Work Schedule

The regular workweek shall be an average of fifty-six (56) hours per week on a three-platoon system. Overtime shall be paid for those hours in excess of 53 hours in accordance Article 19, Section I, and with the Fair Labor Standards Act. A workday shall be twenty-four (24) consecutive hours, from 7:00 a.m. to 7:00 a.m.

##### Section B. Non-Platoon Work Schedule

The regular workweek shall be an average of forty (40) hours per week. Overtime shall be paid for those hours in excess of forty (40) hours in accordance with Article 19 Section I, and in accordance with the Fair Labor Standards Act. A workday shall be determined by the Fire Chief.

## **ARTICLE 13.**

### **MANPOWER**

#### **Section A Minimum Number of Employees**

Unless economic conditions otherwise dictate, such as a significant and unanticipated reduction in anticipated revenue by a participating governmental agency, the Board shall keep a minimum of three full time positions, excluding the Fire Chief, working a platoon work schedule at all times during this Agreement.

#### **Section B Minimum Number at Officer Rank**

At least three (3) full time positions shall be of officer rank, with one officer on each shift, working a platoon work schedule, provided that the provisions of Article 14, Section A, paragraph 1 have been met by the required employees.

## **ARTICLE 14.**

### **PROMOTIONS & TRANSFERS**

#### **Section A Promotions & Transfers**

1. Promotions in rank, or transfers to fill vacancies shall be offered to full time employees at the time the employee meets the minimum requirements described in Article 5 of the Rules and Regulations of the Department.
2. In the event of a vacancy or a new job, the senior employee will be given the first opportunity to apply.

#### **Section B Probation and Return to Rank**

1. The employees who apply for a vacant position shall have a twenty-eight (28) working day qualification trial period. Upon successful completion of the twenty-eight (28) working day qualification period, he/she shall acquire equity in the new position.
2. An employee who, during or upon successful completion of a trial period for a new position, decides not to transfer, may return to their former rank classification without a loss of departmental seniority.

#### **Section C Promotion from Paid On Call to Full Time**

Any promotion a firefighter earned in the paid on call ranks may be recognized by the Board in the event a paid on call firefighter is offered and accepts a full time position. However, positions described in Article 13, Section 1, shall be offered to, and filled by full time seniority employees as soon as the employee is eligible for promotion through the ranks, and shall not be bypassed by an employee with higher rank, but less seniority.

**ARTICLE 15.**  
**TRADING OF DAYS**

**Section A. Trading Days**

Employees shall be permitted to voluntarily trade work or leave days with other Employees, so long as the trade is consistent with the Fair Labor Standards Act and no overtime is involved.

**Section B. Permission Required**

No trades shall be permitted unless the Fire Chief has approved the trade, however, approval shall not be unreasonably withheld.

**ARTICLE 16.**  
**EDUCATION & TRAINING**

**Section A. Payment for Required Schooling**

The Board agrees to pay each member of Local 4090 for classes or schooling required by the Department. The scheduling of such compulsory schooling shall be at the discretion of the Fire Chief.

**Section B. Use of Private Vehicles**

All Employees attending school at the Department's request who drive their privately owned vehicle will be paid mileage not to exceed the distance from home to school and back, in accordance with Article 19, Section G.

**Section C. Duty to Maintain Licensure**

All Employees shall, as a condition of continued employment, maintain all licenses and certifications necessary to perform their duties. The Board shall pay costs associated with maintaining the Employee's occupational licensure, which license is required as a condition of employment, provided that said training has been pre-approved by the Fire Chief. The Employee shall submit the proper paperwork associated with such licensure to the Fire Chief.

**ARTICLE 17.**  
**EMPLOYEE HEALTH**

Reserved pending future discussions.

**ARTICLE 18.**  
**SAFETY**

A Safety Committee, consisting of the Fire Chief, or the Assistant Chief in the Fire Chief's absence, one member of the Dexter Area Fire Board, and one member of Local 4090 who shall be identified in writing to the Fire Chief within thirty (30) days of ratification of this agreement and immediately upon any change at any time in the future, shall convene as necessary to investigate and resolve safety issues. If any Employee is not satisfied with the

decision of the Safety Committee, the Employee may initiate a safety grievance, which shall be filed at the Second Step of the Grievance Procedure, as detailed in Article 8.

## ARTICLE 19.

### WAGES & REIMBURSEMENTS

#### Section A. Wages

##### Platoon Work Schedule

Rank		Effective 1-1-2005	Effective 1-1-2006	Effective 1-1-2007
FF Start		\$34,032 (11.38/hr)	\$35,053 (11.72/hr)	\$36,455 (12.19/hr)
FF over 1 Year		\$35,085 (11.73/hr)	\$36,137 (12.09/hr)	\$37,582 (12.57/hr)
FF over 2 Years		\$36,171 (12.10/hr)	\$37,256 (12.46/hr)	\$38,746 (12.96/hr)
Lieutenant		\$38,893 (13.01/hr)	\$40,060 (13.40/hr)	\$41,662 (13.93/hr)
Captain		\$41,822 (13.99/hr)	\$43,077 (14.41/hr)	\$44,800 (14.98/hr)

NOTE: Hourly rate reflects 53 hours per week at straight time and 3 hours each week at time-and-one-half (2,756 straight time hours per year; 156 overtime hours per year = equivalent of 2,990 straight time hours pay. Therefore, annual salary divided by 2,990 = hourly rate and hourly rate x 53 straight time hours plus hourly rate x 3 overtime hours at time-and-one-half, multiplied time 52 weeks = annual salary)

##### Non-Platoon Work Schedule

Rank		Effective 1-1-2005	Effective 1-1-2006	Effective 1-1-2007
FF Start		\$34,032 (16.36/hr)	\$35,035 (16.84/hr)	\$36,455 (17.53/hr)
FF over 1 Year		\$35,085 (16.87/hr)	\$36,137 (17.37/hr)	\$37,582 (18.07/hr)
FF over 2 Years		\$36,171 (17.39/hr)	\$37,256 (17.91/hr)	\$38,746 (18.63/hr)
Lieutenant		\$38,893 (18.70/hr)	\$40,060 (19.26/hr)	\$41,662 (20.03/hr)
Captain		\$41,822 (20.11/hr)	\$43,077 (20.71/hr)	\$44,800 (21.54/hr)



grandmother, brother-in-law, or sister-in-law of an Employee, the Employee shall be entitled to receive up to 24 hours as bereavement time off with pay.

#### Section F. Compensatory Time

1. Compensatory time off shall only be used in one (1) hour increments.
2. Requests for use of compensatory time shall be made to the Fire Chief at least one (1) day in advance. Likewise, the Employee must cancel compensatory time one (1) day in advance.
3. Compensatory time use shall be subject to approval by the Fire Chief.
4. Once approved, compensatory time cannot be rescinded without the concurrence of the affected Employee.

#### Section G. Leaves of Absence

1. Requesting Leave of Absence. Upon application to the Fire Chief, leave of absence may be granted, without pay, to Employees for twenty-eight (28) calendar days. Requests for more than twenty-eight (28) calendar days may be recommended by the Fire Chief, but must be approved by the Board.
2. Reasons for Leave. The Board may grant leaves for the following reasons, which are not all inclusive:
  - i. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and applicable legislation may attend a recognized university, trade school or technical school for a period not to exceed their seniority. Written proof of school attendance must be submitted at the expiration of each semester.
  - ii. Medical Leave. Any Employee known to be ill or injured supported by satisfactory evidence from an injury or illness, will be granted medical leave automatically for the period equal to their seniority or two (2) years, whichever is lesser. Upon returning from medical leave, the Employee must submit medical evidence of his/her ability to return to work. Medical leave of absence is construed by the parties to mean a medical leave of absence granted to an Employee in the event of illness after the Employee has exhausted all other leave days. For the Employee who is granted non-job related medical leave, health care coverage, as detailed herein, will be provided by the Department and remain in effect for a period of three (3) months following the commencement of the sanctioned leave period. Following completion of this three (3) months period, Employees on medical leave may continue their health care coverage through the Department provider for the remaining period of the medical leave at their own cost.
  - iii. Maternity Leave. Whenever an Employee becomes pregnant she shall furnish the Board with a letter from her physician stating the approximate

date of delivery. She shall be permitted to work in accordance with her physician's recommendations. The Employee shall be granted leave until six months following the date of delivery or up to one year if medical complications arise due to the pregnancy / birth. The Employee shall be permitted to return to work providing her physician approves. The Employee shall return to her former classification/position without loss of seniority.

3. Returning from Leave of Absence.

- i. Notification upon Return from Leave. When returning from any leave of absence, it shall be the obligation of the Employee to notify the Fire Chief and the Board five (5) calendar days before his/her return to work that he/she is ready, willing and able to work, and at the time the Employee returns to duty, he/she shall be obligated to produce to the Fire Chief or the Chiefs Designee a valid Michigan Operator's License and a valid EMT license.
- ii. Physical exam. An Employee returning from any medical leave of absence of any duration, or any other leave of absence which exceeds twenty-eight (28) calendar days in duration, must successfully pass a physical examination by a Board designated doctor in order to be reinstated to his/her position. In the event the Employee disagrees with the opinion of the physician designated by the Board, the Employee shall have the right to have a physician of his/her own choice conduct a physical examination, at the Employee's own expense. Should the Employee fail to successfully pass the physical examination administered by the Employee's doctor, the Board shall have no obligation to reinstate the Employee to his/her position. However, in the event the physician chosen by the Employee determines that the Employee has successfully passed the physical examination administered by him/her, and the Board refuses to reinstate the Employee to duty, and the Employee desires to return to duty, then the Employee shall submit to a physical examination at the University of Michigan Hospital, or St. Joseph Hospital, and must successfully pass that physical in order to be reinstated to his/her position. The Employee and the Board shall share equally the costs of the examination conducted at the University of Michigan or St. Joseph Hospital.

4. Extension of Leave of Absence. A request for an extension of a leave of absence must be made fifteen (15) calendar days prior to the termination of the original or extension thereof. The Board, or its designee, agrees to give his/her answer, granting or denying the request for the extension, five (5) calendar days before the original or extended leave expires. Both the request for extension and the answer must be in writing.
5. Copies of Leaves of Absence. The President of Local 4090 will be given copies of leaves of absences when granted.

## ARTICLE 21.

### INSURANCES

#### Section A. Medical Coverage

The Department shall provide to each Employee, their spouse and dependent children, and each retiree, their spouse and dependent children, participation in the Blue Care Network HMO program subject to a fifteen (\$15) dollar office visit co-payment, and a prescription drug co-payment of ten (\$10) dollars per prescription in accordance with the HMO's co-payment rules.

The Department shall have the ability to engage an alternative health care plan provided that the new coverage is at least equivalent to the current plan and that Local 4090 is supplied with copies of any proposals by new carriers prior to implementation. In the event that Local 4090 questions the comparability or equivalency, the plan shall not be implemented until a mutually agreed insurance consultant arbitrates and rules the plan is equivalent or better.

#### Section B. Optical and Dental Program

The Department shall provide a program of optical and dental benefits for Employees through the duration of this Agreement that is equal to the program that is currently in place for said employees.

#### Section C. Mutual Gains

Any Employee that qualifies for Medical, Optical and Dental coverage under a spouse's coverage may opt out of the Board's medical insurance program, provided said Employee has medical coverage. Any Employee choosing to opt out shall be compensated for sixty percent (60%) of the actual cost to the department for "single" plan coverage, not to exceed three thousand dollars (\$3,000.00) per year. Mutual gains payment shall be made as part of the first payroll in December.

#### Section D. Worker's Compensation / On the Job Injuries

The applicable Worker's Compensation Laws will cover each Employee. If an Employee is disabled from an on-the-job injury and cannot perform his/her duties as an employee, he/she shall receive workers compensation plus supplemental pay equal to his/her base pay at the time of the injury adjusted by any salary changes of this and future contracts. One hundred percent (100%) of gross pay will be paid for the first two (2) years after any on-the-job injury/illness and then fifty percent (50%) of the difference between worker's compensation and gross pay for an additional period of three (3) years.

#### Section E. Indemnification Assurance

The Department shall insure or completely indemnify Employees against any and all claims arising out of participation in all acts attendant to acting on behalf of the Department in the performance of the employee's duties, with the exception of acts of gross negligence. Negligence shall include performing acts outside the protocols of the Washtenaw/Livingston Medical Control Board.

## Section F. Life and Accident Insurance

Each Employee of the Department shall be provided with a life and accident insurance policy, double indemnity, which may be in the form of a group policy. This policy shall be in the amount equal to the Employee's base wage rounded to the next thousand. Increases in life insurance will only take effect when an Employee is working regularly. Employees off due to on-the-job injury or extended sick leave shall not be considered as working regularly.

In addition to the Life Insurance Policy for each Employee of the Department, Group Accidental Death and Dismemberment Insurance benefits shall be provided as follows:

1. Amount Equal to the Amount of Life and Accident Policy.
  - Loss of Life
  - Loss of Both Hands
  - Loss of Both Feet
  - Loss of Sight of Both Eyes
  - Loss of One Hand and One Foot
  - Loss of One Hand and Sight of One Eye
  - Loss of One Foot and Sight of One Eye
2. Amount Equal to One-Half the Amount of the Life and Accident Policy:
  - Loss of One Hand
  - Loss of One Foot
  - Loss of Sight of One Eye

Any death of an Employee resulting from viral or bacterial infections that were reported in accordance with the exposure reporting policies of the Department or the death of any employee resulting from the inhalation of smoke or gases while in the performance of their duties will be considered accidental.

Section G. Life insurance for retirees shall be \$10,000

Section H. Death in the Line of Duty

In the event that an Employee is killed in the line of duty, his/her designated beneficiaries shall receive one (1) full year's benefits provided under the existing contract in addition to life insurance benefits that are herein provided. Benefits shall include total salary, longevity and holiday pay. Payment is to be made to the beneficiary on regular paydays for twelve (12) months from the date of the Employee's death.

The Board shall also keep in force family hospitalization and dental benefits for one (1) year after date of death.

## ARTICLE 22.

### PENSIONS

The Board shall provide pension benefits as required by MERS with a B-3 FAC 3 years with full retirement at age fifty-five (55) after twenty-five (25) years of service. The Board shall provide that the regular retirement pension payable to the retirees of the Department shall be two and twenty-five hundredths percent (2.25 %) of the final average compensation multiplied by the first twenty-five (25) years of service credited to the retiree.

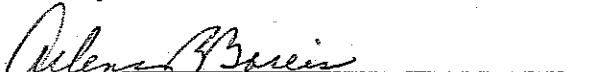
During the term of this Agreement, the Board agrees to provide an open window for retirement with full retirement benefits for Employees who are at least fifty-five (55) years of age with a minimum of twenty (20) years of service

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 30<sup>th</sup> day of December, 2004, by and through their respective duly authorized officers and agents.

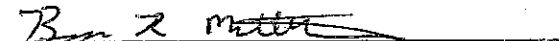
For the BOARD: For Local 4090:

  
Harley B. Rider, Chairman

  
Arlene Bareis, Secretary

  
Loren Yates, Fire Chief

  
Donald Dettling, President

  
Bryce McAllister, Secretary/Treasurer

# VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

[deureste@villageofdexter.org](mailto:deureste@villageofdexter.org)

Phone (734)426-8303

Fax (734)426-5614

## MEMO

**To:** President of Council and Council Members  
**From:** Donna Dettling, Village Manager  
**Date:** January 10, 2005  
**Re:** VM Report

1-10-05  
I.4

1. Update on JJR Group, meetings. Another workshop is scheduled for Wednesday, January 19<sup>th</sup> at the Road Commission Offices on Zeeb Road, from 5:00 to 7:00 p.m. A meeting place in the Village was not secured for this meeting. This is another of the smaller group meetings, but Council members may attend if they choose. A public meeting is being planned for February, no date or location has been set at this time.
2. Update on the WCRC Right of Way Master Plan. Ken Reiter wants to work with the Dexter Area Regional Team for participation in this critical component of the overall planning process. D.A.R.T. is getting together in February and Ken plans to put this issue on the agenda. At this time Allison Bishop and I are planning to attend the next D.A.R.T. meeting.

3.

4

**MICHIGAN ASSOCIATION of MAYORS  
MICHIGAN MUNICIPAL LEAGUE**

RECEIVED 1-10-05  
I-5

**2005 MAYORS EXCHANGE**

**ATTENTION MAYORS & VILLAGE PRESIDENTS**

For the past fifteen years the Michigan Association of Mayors and the Michigan Municipal League have assisted cities and villages wishing to take part in the annual **MAYORS EXCHANGE** program. Some communities select a community to pair with on their own, while others use the MAM/MML pairing service. Whatever method works best for your city or village, it's time to start planning for the **2005 MAYORS EXCHANGE**.

In 1999 the governor declared the first Monday of Michigan Week to be Local Government Day. Although Exchanges often take place on this day, which will be **May 23, 2005**, there are many possibilities. Your community may:

- exchange visits on the same day
- exchange visits on two different days during Michigan Week
- arrange one visit during Michigan Week and the other at another mutually agreed time
- host a community one year and plan a return visit the following year

**... the details are up to you and your exchange community.**

Besides the mayor or president, cities and villages vary in **who participates** in the exchange. Often, there is a visiting delegation which may include every imaginable combination of staff, spouses, other elected officials, and community members such as the local chamber. The number of participants is entirely up to you. Make sure to invite your local press for coverage.

**MAYORS EXCHANGE** activities in your community are also up to you. They frequently include a driving tour of the community and visits to specific facilities. Facility visits depend on what your city or village wishes to show off, and what your visitors express an interest in seeing. They might include City Hall, new or innovative city services (a Community Center, Senior Center, Public Housing, Waste Treatment Plant, Industrial Park, etc.), local industries, historical or scenic sites, a problem discovered, or a problem solved.

**MAYORS EXCHANGE** veterans caution you to **leave plenty of time for informal discussions** between officials. A long lunch, a cocktail reception, a visit to an official's home, dinner in a restaurant, or banquets have all been used to provide time for those informal discussions.

The bottom line is that **MAYORS EXCHANGE** in your city or village is up to you. It can be as simple or elaborate as you care to make it. For if you have questions, or need any other help, please contact Lori Crothers at the MML's Lansing office (800) 995-2674 or [lcrothers@mml.org](mailto:lcrothers@mml.org).

**Michigan Week is Saturday, May 21 — Friday, May 27, 2005**

5.1

## 10-Jan-05

Payroll Check Register	12/28/04	\$9,367 07	
Payroll Check Register	01/04/05	\$22,726 28	
		<b>\$32,093.35</b>	<b>GROSS PAYROLL TOTAL</b>
Account Payable Check Register	01/10/05	<b>\$0.00</b>	<b>ACCOUNTS PAYABLE TOTAL</b>
		<b>\$32,093.35</b>	<b>TOTAL BILLS &amp; PAYROLL EXPENDED ALL FUNDS</b>
Summary Items from Bills & Payroll		Amount	Comments

**Accounts Payable will be processed 1-24-05 and 2-28-05, we are evaluating a process change for AP to a monthly calendar instead of a bi-weekly.**

ALL PAYABLES ARE WITHIN ACCEPTABLE BUDGET LIMITS  
DETAIL VENDOR LIST AND ACCOUNT SUMMARY PROVIDED

"This is the summary report that will be provided with each packet. Approval of the total bills and payroll expended, all funds will be necessary."		
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